

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 29-Mar-2001		4. REQUISITION/PURCHASE REQ. NO. W807PM-1011-2739		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE DACW38		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW38-01-R-0004	
				X		9B. DATED (SEE ITEM 11) 07-Mar-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation No. DACW38-01-R-0004 for operation and maintenance of John H. Overton Lock and Dam and Lock and Dam No. 3 on the Red River Waterway in Louisiana is amended as follows: SECTION H, Special Contract Requirements, Page 70 is replaced by revised page 70. Paragraph H.26 has been revised. SECTION L, Instructions, Conditions and Notices to Bidders, Page 168 is replaced by revised page 168. Paragraph L.9. has been revised. SECTION M, Evaluation Factors for Award, Page 176 is replaced by revised page 176. Paragraph M.3.a. has been revised. Pages revised by this amendment have asterisks in the margin before and after the change to previous issue.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		29-Mar-2001	

H.23. Computation of Contractor Earnings. The amount of the Government's monthly payment to the Contractor shall be computed solely by multiplying the units of work completed by the appropriate unit bid prices and deducting for any deficient work in accordance with Section E, Paragraph E.2.5. Additionally, payments for reimbursable materials and supplies will be made in accordance with Section C. Paragraph C.5.3.5..

H.24. Reserved

H.25. Relationship of Accepted Proposal to the Contract Requirements. At the time of contract award the successful offeror's technical proposal becomes a contract requirement for minimum capability and resources. However, the Government does not warrant that the capability and resources contained within the proposal will be sufficient to perform the services required by this contract. The Contractor shall always provide sufficient capability and resources to perform the required services. Failure to perform these services will result in corrective actions by the Government in accordance with this contract or, if necessary, then termination of this contract for default.

H. 26. Collective Bargaining Agreement. Your attention is directed to the Contract Clause entitled Service Contract Act of 1965, FAR 52.222-41(f) Successor Contracts, which states, in part, "If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement". Section J, Exhibit B, Collective Bargaining Agreement wage rates applicable to this work were approved by the Department of Labor on March 19, 2001.

H.27. Brand Name or Equal. References in the specifications to equipment, materials, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his/her option, use any material, equipment, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specification, unless otherwise specifically provided in this contract.

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary

The envelope should be marked in the lower left hand corner, as follows:

RFP: DACW38-01-R-0004

Closing Date: Apr 09, 01 at 4:45 p.m. (1645), Local time at place of closing.

For: Operation and Maintenance of John H. Overton Lock and Dam and Lock and Dam No. 3 on the Red River Waterway in Louisiana.

* The return address of the offeror should be shown on the upper left hand corner of the envelope. Hand-carried offers must be delivered to Room 144, Vicksburg District Headquarters Building, 4155 Clay Street, Vicksburg, Mississippi 39183-3435.

L.10. Information Concerning This Solicitation. Information concerning this solicitation may be obtained by writing the Commander, U.S. Army Engineer District, Vicksburg, ATTN: CEMVK-CT-S, Charlotte Couth, 4155 Clay Street, Vicksburg, Mississippi 39183-3435, or by calling (at your expense) Charlotte Couth at telephone number (601) 631-5451. COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED. *

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

***Revised by Amendment 0001**

SECTION M Evaluation Factors for Award

M.1. Government Intent Relating to Award. It is the Government's intent to award one fixed-price service contract with a reimbursable feature pursuant to this solicitation.

M.2. Inspection of Offeror's Equipment. If an offer submitted in response to this solicitation is favorably considered, the Government may contact the offeror and arrange for the inspection of equipment proposed by the offeror.

M.3. Evaluation and Selection Procedures. The source selection process to be used for this solicitation is the tradeoff process described in the Federal Acquisition Regulation 15.101-1. Selection of an offeror will be made by an integrated assessment of the proposals submitted in consideration of the following criteria. The integrated assessment will involve a determination by the Government of the overall merit of each offeror's proposal, **recognizing that subjective judgment on the part of the Government evaluators is implicit in the entire process.** This determination will be made in the following sequence:

* a. The quality and sufficiency of all offeror's proposals will be evaluated for technical capability and management capability and experience and past performance and assigned an adjectival rating based upon the general criteria set forth herein. *

b. A separate price/cost evaluation will be based upon information provided in Section B, Supplies or Services and Prices/Costs and in accordance with Section L, Paragraph L.6.

c. If no award on initial offers is made (see paragraph M.4., below), then the procedures contained in the Federal Acquisition Regulation, Subpart 15.101-1 will be utilized by the Contracting Officer as a basis for a final determination.

The evaluation of technical and management capabilities and experience and past performance will be accomplished without reference to cost. Cost will be evaluated separately. The offeror's proposed technical capability will have a greater importance than the proposed management capability. The offeror's proposed management capability will be equal in importance to the combination of experience and past performance. The evaluation of technical and management capability and experience and past performance, when combined, are significantly more important than cost.

M.3.1. Evaluation of Technical Capability. The technical aspects of the proposal will be evaluated for their adequacy and reasonableness in the following areas. Factors a and b will have equal importance in the evaluation. Factor c will have less importance in the evaluation than either factor a or factor b.

a. Proposed organization, including personnel numbers, deployment, diversity, suitability, availability, experience, and capabilities, and also including contingencies for personnel shortages.

b. Proposed equipment and supplies including numbers, size, condition, suitability, availability, and deployment, and also including contingencies for replacement of malfunctioning equipment.

c. Proposed participation by small businesses, historically black colleges or universities, minority institutions, small disadvantaged businesses, and women-owned small business concerns in the performance of this contract.

M.3.2. Evaluation of Management Capability. The management aspects of the proposal will be evaluated for their adequacy and reasonableness in the following areas. Items a, b, c, and d are of equal importance, while items e, f, and g are also of equal importance but individually less important than item a, item b, item c, or item d.